

RESOLUTION NO. 09-761

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA REJECTING THE TOWN MANAGER'S RECOMMENDATION OF SOUTH FLORIDA MAINTENANCE, INC. FOR THE CONTRACT FOR THE MAINTENANCE OF TOWN'S FACILITIES, MEDIANS AND SWALES AND/OR MISCELLANEOUS SERVICES FOR OTHER PROPERTIES; AWARDED THE CONTRACT TO FLORIDA TURF AND LANDSCAPE HORTICULTURE, INC.; AUTHORIZING THE TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") issued a Request for Proposals (the "RFP") for the Contract for the Maintenance of Town's Facilities, Medians and Swales and/or Miscellaneous Services for Other Properties on July 28, 2009; and

WHEREAS, on August 11, 2009, all proposals were publicly opened and read, and the Town received six (6) responsive and responsible proposals from maintenance companies which were reviewed by the Selection Committee; and

WHEREAS, after reviewing all proposals submitted to the Town and the recommendation of the Selection Committee, the Town Manager recommended the selection of South Florida Maintenance, Inc.; and

WHEREAS, the Town Council rejected the Town Manger's recommendation of South Florida Maintenance, Inc., and finds that it is in the best interest of the Town to award the Contract to Florida Turf and Landscape Horticulture, Inc., upon the terms and conditions as contained in the Contract attached hereto as Exhibit "A" (the "Contract").

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Award to Florida Turf and Landscape Horticulture, Inc. Florida Turf and Landscape Horticulture, Inc. is hereby selected for the Contract for the Maintenance of Town's Facilities, Medians and Swales and/or Miscellaneous Services for Other Properties within the Town of Miami Lakes.

Section 3. Approval of the Contract. The Contract for Maintenance of Town's Facilities, Medians and Swales and/or Miscellaneous Services for Other Properties between the Town and Florida Turf and Landscape Horticulture, Inc., (the "Contract"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved; provided, however, that the Contract shall provide for termination for convenience by the Town upon thirty (30) days notice, and that the Contract shall be for a term of two (2) years with two (2) one (1) year renewals subject to approval by the Town Council.

Section 4. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract.

Section 6. Execution of Contract. The Town Manager is authorized to execute the Contract on behalf of the Town, to execute any required agreements and/or documents to

implement the terms and conditions of the Contract and to execute any extensions and/or amendments to the Contract, subject to the approval as to form and legality by the Town Attorney.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8th day of September, 2009.

Motion to adopt by Mayor Michael Pizzi, second by Councilmember Mary Collins.

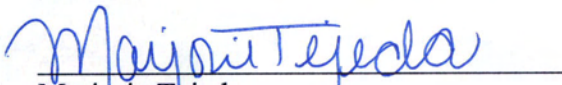
FINAL VOTE AT ADOPTION

Mayor Michael Pizzi	yes
Vice Mayor Richard Pulido	yes
Councilmember Mary Collins	yes
Councilmember Robert Meador II	yes
Councilmember Nick Perdomo	absent
Councilmember Nancy Simon	yes
Councilmember George Lopez	yes



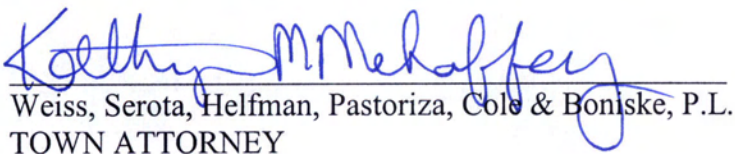
Michael Pizzi
MAYOR

ATTEST:



Marjorie Tejeda
ACTING TOWN CLERK

Approved as to form and legality for the use and benefit of the Town of Miami Lakes only:



Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.L.
TOWN ATTORNEY

Exhibit "A"

**The Town of Miami Lakes
MAINTENANCE OF TOWN'S FACILITIES, MEDIANS AND SWALES AND/OR
MISCELLANEOUS SERVICES FOR OTHER PROPERTIES
RFP # 2009-03**

THIS CONTRACT (this "Contract") is made this 15 day of SEPTEMBER, 2009 by and between the Town of Miami Lakes, Florida (the "Town") and FLORIDA TURF AND LANDSCAPE HORTICULUTURE, INC. (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK**- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications attached as Exhibit "A" to this Contract (the "Work").

2. **COMPENSATION/PAYMENT**-

2.1 Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

2.2 The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.

2.3 The Contractor shall be compensated at the unit prices specified in the Bid Proposal based upon the actual Work completed for the month. The total compensation under this Contract shall not exceed \$437,404.00 per year (the "Contract Sum").

3. **TERM**- This Contract shall be effective upon execution by both parties and shall continue for a term of two (2) years. At its sole discretion, the Town shall have an option to renew this Contract upon the same terms and conditions for up to two (2) additional one (1) year options (each an "Option"). This Option may be exercised at the sole discretion of the Town Council. Such extension shall be effective upon receipt of a written notice from the Town to the Contractor received no later than 30 days prior to the date of termination.

4. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Contract as follows:

4.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the work sites, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments

thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.

4.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

4.3 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site), which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property.

4.4 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

5. **INDEMNIFICATION-**

5.1 The Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with the Contractor's performance or non-performance of any provision of this Contract including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Contract. The Contractor shall reimburse the Town for all its expenses including reasonable attorney's fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with the Contractor's performance or non-performance of this Contract.

5.2 The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. The Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract

for any reason, the Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

6. **CONTRACT DOCUMENTS-** The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;
All Addendums;
Contract;
Proposal;
Detailed Specifications;
Qualification Statement;
Public Entity Crime Form;
Insurance Certificates

7. **CONTRACTOR'S EMPLOYEES-**

7.1 The Contractor shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. The Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

7.2 The Contractor and all employees and agents of the Contractor shall at all times comply with the Town's Park Rules and Regulations as set forth in Town Ordinance No. 07-93 when performing under this Contract.

7.3 The Contractor shall, upon receipt of a written request from the Town's Representative, immediately exclude any employee of the Contractor from providing Work under this Contract.

7.4 The Contractor shall be responsible for maintaining current background checks, in accordance with the Town's criminal background check policy, Administrative Order #07-01, on all employees and subcontractor employees involved in the performance of this Contract. Background checks shall be performed prior to the performance of any Work by the employee under the Contract. Written verification of any background check must be provided to the Town yearly or when employees are hired, or at any time as requested by the Town's Representative.

8. **VEHICLES AND EQUIPMENT-** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Contractor to provide services under this Contract shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles. A wooden sign displaying the Town of Miami Lakes Logo and below the logo a caption noting "Public Works" along with the names of the elected officials and Town administrative staff will be required to be provided and displayed at the work site at all times. This sign shall be

five foot wide by three foot tall and shall meet the specifications as provided by the Town.

9. **INSURANCE-** The Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

9.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.

9.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

9.3 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

9.4 **Certificate of Insurance:** Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be

endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

9.5 **Additional Insured** - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

9.6 **Deductibles** - All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

10. **ASSIGNMENT AND AMENDMENT**- No assignment by the Contractor of this Contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Contract without prior written approval of the Town. This Contract may only be amended, by the parties, with the same formalities as this Contract.

11. **TERMINATION**-

11.1 The Contractor may terminate this Contract without cause upon sixty (60) days written notice to the Town; and the Town may terminate this Contract without cause upon thirty (30) days written notice to the Contractor.

11.2 Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

11.3 After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.

11.4 The Town may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Contract.

12. **CHOICE OF LAW; VENUE** - THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. VENUE FOR ANY ACTION BROUGHT HEREUNDER SHALL BE PROPER EXCLUSIVELY IN MIAMI-DADE COUNTY, FLORIDA.

13. **ATTORNEY'S FEES**- IN THE EVENT EITHER PARTY TO THIS CONTRACT IS REQUIRED TO RETAIN LEGAL COUNSEL TO ENFORCE ANY OF ITS RIGHTS UNDER THIS CONTRACT, THE PREVAILING PARTY SHALL BE ENTITLED TO

RECOVER ITS REASONABLE ATTORNEY'S FEES AND COSTS FROM THE NON-PREVAILING PARTY TOGETHER WITH COURT COSTS INCURRED IN ANY LITIGATION AT ANY TRIAL AND APPELLATE PROCEEDINGS.

14. **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.
15. **INSPECTION AND AUDIT**- During the term of this Contract and for three (3) years from the date of termination the Contractor shall allow Town representatives access, during reasonable business hours, to Contractor's and, if applicable, subcontractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.
16. **SEVERABILITY**- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
17. **WAIVER OF JURY TRIAL**. The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.
18. **COUNTERPARTS**- This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
19. **INDEPENDENT CONTRACTOR** – It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to Work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Contract.

All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.

20. **ACCIDENT PREVENTION AND REGULATIONS** – Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Contract. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.

21. **CODE OF ETHICS** - Contractor warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics Ordinances set forth in Section 2-11.1 of the Town Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.
22. **LAWS, RULES & REGULATIONS** - Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.
23. **POLICY OF NON-DISCRIMINATION** - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Contract.
24. **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Contract.
25. **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:

The Town of Miami Lakes
 15700 NW 67th Avenue
 Suite 302
 Miami Lakes, FL 33014
 Attention: Town Clerk

Contractor:

Florida Turf and Landscape Horticulture, Inc.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

Attest:

THE TOWN OF MIAMI LAKES

By: _____
 Marjorie Tejeda, Town Clerk

By: _____
 Frank Bocanegra, Town Manager

By: _____
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.,
Town Attorney

Signed, sealed and witnessed in the
presence of:

CONTRACTOR:

Florida Turf and Landscape
Horticulture, Inc.

By: _____

By: _____
Name: _____
Title: _____

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

EXHIBIT "A"

DETAILED SPEACIFICATIONS

The following specifications have been developed for Town's medians and swales based upon four (4) districts for maintenance activity required (Section IV. 5., List of Districts). Each district will be defined listing standards for litter control, turf care, weeding and edging, tree trimming, landscape maintenance, miscellaneous labor and shrub and hedge trimming; designating schedules for the performance of work; and providing inventories of medians and swales to be maintained.

1. SCOPE OF SERVICES

The work includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and services for proper and complete maintenance within the Districts which for the purposes of this bid, shall include litter, trash and debris removal (including, but not limited to, small items such as paper, cans, bottles, and shopping carts), mowing, edging, hedge trimming, tree trimming, tree, bush, shrub, and flower planting, tree removal, debris removal, raking, sweeping sidewalks, weed eating, herbicide applications, insect control, watering, fertilizing, mulching, staking, sod planting/replacement, and street sign installation and repairs. In addition, landscape lighting maintenance and irrigation system repair, including but not limited to, adjusting of timers, and maintenance of photo cells, and maintenance of all street and landscape furniture and structures as defined by the Town. The contractor shall maintain the contractually covered districts at the frequency rate prescribed with the conventional production style mowing, lawn maintenance and equipment as required by the Town. The Contractor shall also provide on call service which may include landscape maintenance or other labor as specified in later sections of this document on properties not located within the ROW and swale areas (which may include private properties or other areas) as identified by the Town Manager or his designee on an as needed and as requested basis.

2. GENERAL REQUIREMENTS

All municipal public areas with exclusion of areas designated as municipal owned and operated parks, these areas include but are not limited to, Town common areas, medians, right-of-ways and swales shall be maintained according to the following standards:

A. Management

1. The Contractor shall designate a "Landscape Maintenance Manager" who shall be responsible for all the Work to be performed by the Contractor under the Contract.
2. The Contractor, at a minimum, must be a member, in good standing, of one of the following organizations (related affiliations may be acceptable):
 - a. Florida Nurserymen & Growers Association (FNGA)
 - b. Florida Sod Growers Association (FSGA)

- c. Tree Care Industry Association (TCIA)
 - d. International Society of Arboriculture (ISA)
 - e. Professional Lawncare Network (PLANET)
3. The Landscape Maintenance Manager shall serve as the point of contact between the Contractor and the Town.
 4. The Landscape Maintenance Manager shall be reachable seven (7) days per week, twenty-four hours a day.
 5. The Landscape Maintenance Manager shall be on property at least five (5) days per week, two (2) hours per day during the hours of operation of the Town or at the request of the Town's Representative.
 6. The Landscape Maintenance Manager must provide an overall annual maintenance schedule and monthly detailed maintenance schedules to the Town in writing within thirty (30) days of the execution of the Contract. All maintenance schedules must be approved by the Town.
 7. Monthly reports shall be provided specifying which projects and activities were completed. If any activities were not completed that were scheduled, a written explanation shall be provided explaining why said activity/project was not completed
 8. The Landscape Maintenance Manager shall meet with the Town's Representative on a weekly basis, at a mutually determined schedule, to discuss Contract related matters, Work requests received and completed, and any Contract issues.
 9. The Landscape Maintenance Manager must have current certifications as a Certified Landscape Professional (CLP) through the Professional Lawn Care Association of America (PLCAA) and/or hold similar current certifications and designations applicable to his or her duties.
 10. The Landscape Maintenance Manager must have a minimum of three (3) to five (5) years of landscape and facilities maintenance management experience and supervision. This includes knowledge of fertilization, irrigation, pest management, weed control, landscaping and horticulture. A CPCO, Certified Pest Control Operator license is preferable.
 11. The Contractor must provide to the Town a copy of the selected Landscape Maintenance Manager's qualifications in writing. The selection of the Landscape Maintenance Manager must be approved by the Town's Representative.
 12. Two (2) copies of all required keys will be furnished to the Contractor. Additional keys will be at the expense of the Contractor. Lost/stolen/misplaced keys will result in change of lock/key at the

Contractor's expense. The Contractor is responsible for opening and closing any necessary gates.

13. The President / Chief Operating Officer of the contracting firm must be available to attend monthly meetings with the Town Manager or his designee or at the request of the Town's Representative.
14. The Landscape Maintenance Manager must be able to speak and understand English. Bilingual is a plus.

B. Staffing

1. The Contractor shall provide a sufficient number of experienced staff, in addition to the Landscape Maintenance Manager, to complete the maintenance and support duties in the Town seven (7) days per week as outlined in the Contract.
2. Any replacements in staff must be made within five business (5) days. No gaps in coverage will be tolerated.
3. At all times, one (1) staff person mentioned in this section shall be designated as an "On-site Supervisor".
4. A report shall be submitted to the Town's Representative in writing on a weekly basis to account for staffing requirements.
5. The Contractor shall also provide sufficient personnel when required for Additional Services as specified in Subsection 2.Q. of these Detailed Specifications so that the Additional Services are completed in a reasonable amount of time. No request for Additional Services shall take more than one (1) week to complete unless a request for additional time to complete the Work is presented for the Town's approval in writing.
6. The On-site Supervisor must be able to speak and understand English. Staff working together must be able to communicate with one another. Staff is encouraged to be bilingual.
7. Staff must be clean, groomed and in uniform while on Town property.
8. Staff shall not smoke while they are performing their duties and alcohol is prohibited.
9. The Contractor shall purchase and provide to staff a uniform that meets the Town's approval.
10. Staff shall not wear a Town approved uniform or display Town decals on the Contractor's vehicles to conduct non-Town related business or personal matters while inside or outside the Town's limits.

11. The Contractor shall be furnished, by the Town, sufficient magnetic signs which shall be placed on all vehicles performing work within the Town.
12. The contractor, or an employee of the contractor approved by the Town, must be on 24 hour call, at all times via cell phone or two-way radio. The contractor must provide the Town, at no cost, one (1) such device throughout the duration of the contract or be compatible with the Nextel type radio/phones.

C. Litter Control / Hazardous Waste

1. The Contractor shall retrieve and dispose of all litter and debris on a daily basis.
2. The Contractor shall be responsible for all costs borne for all litter and debris disposal and shall not utilize Town dumpsters or waste containers unless specifically approved in writing by the Town's Representative.
3. All litter and debris shall be removed from turf and shrub beds before mowing to avoid shredding and/or damage to persons or property by propelled rocks, cans, or other objects.
4. The grounds shall be monitored daily and all litter and debris shall be disposed of.
5. Should the Contractor have actual knowledge of, or should reasonably have gained knowledge of, the existence of hazardous wastes, the Contractor shall not remove same from the premises, but shall have a duty to immediately notify the Town's Representative in writing.

D. General Maintenance

1. The Contractor will be responsible for replacement of landscape lighting at no additional cost to the Town. Replacement of lights shall be identical to existing system. Any other damage to electrical components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts by a qualified electrician where applicable and in a timely manner.
2. All structures and monuments, located on Town medians, right-of-way, shall be checked for graffiti and cleaned (painted over or using graffiti remover) within twenty-four hours of discovery. Annual painting will be scheduled; contractor shall supply all labor and materials. Contractor shall be responsible for cleaning (painting over) graffiti on residential and/or commercial perimeter walls, which are visible from any road within twelve (12) hours. The cleaning (painting over) graffiti shall match the original perimeter wall paint.
3. All cleaning materials, paint, soap and chemicals used shall be biodegradable, non-harmful to humans, animals and the environment and

manufactured using organic, natural, non toxic ingredients and botanical extracts.

4. Wipe down all light fixtures, weekly.
5. Clean, sanitize, and polish all entrance feature fountain basins every six (6) months.
6. Any fence and access gates shall be maintained clean and in proper operating order at all times. Any repairs shall be made by the Contractor.
7. Pressure clean the following areas twice (2) per year:
 - a. Curbs, structures, monuments, and any other areas as determined by the Town's representative (at no additional expense)
8. The Contractor shall repair any pot holes in the repair potholes and shoulder of roads utilizing rock and asphalt as necessary immediately upon discovery and shall secure the area with the appropriate barricades until complete.
9. All signage, including but not limited to traffic, directional, or other signage shall be kept clean, visible and upright at all times. Replace all signage when needed or when requested by the Town's Representative to exactly match existing signage unless directed otherwise.
10. The Contractor must have immediate access to additional paint to match existing color of all monuments, structures, picnic benches, light poles, bus shelters and any other areas as determined for touch up jobs as directed by the Town's Representative.
11. The Contractor shall provide and apply mulch underneath all benches and sign posts as needed. Mulch type and color shall be approved by the Town's Representative.
12. The Contractor shall transport any tables, chairs, materials, supplies, or any other item to other parks, facilities, or Town special events as requested by the Town's Representative.
13. The Contractor shall provide facility set-up and breakdown according to Town provided diagrams, for scheduled activities and special events.
14. Any damages to the road, facilities, sewers, utilities, irrigation system, plant material or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the Town. Failure to restore said damages within three (3) working days following notification shall result in a deduction from the next invoice of the Town's expenses incurred by the Town for labor, material or equipment to restore the property to its original condition.

15. Provide sufficient labor for Town Special Events up to 20 events per year as determined by the Town's Representative. Proposer will provide all necessary labor to set up event, working during event and post-event clean up at no additional cost to the Town. The Special Events labor force shall range from a minimum of two (2) employees up to a maximum of twelve (12) employees.
16. Removal of shopping carts from all District right-of-ways and swale areas.
17. All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.

E. Sidewalk Maintenance

1. The Contractor shall be responsible for routine maintenance of the sidewalks within the districts identified in Section IV. 5., List of Districts. This shall include the removal of all loose materials on a daily basis by sweeping or vacuuming and the removal of excess water from rainfall or irrigation as needed.
2. The Contractor shall pressure clean, depending on surface type and cleaning requirements, the sidewalks inside the right of way swales, as needed, but not less than one (1) time annually. Additionally, pressure cleaning of slippery and/or stained pedestrian sidewalks will be performed on an as needed basis in addition to the one (1) time per year annual cleaning at no additional cost to the Town.
3. The Contractor shall repair any pot holes in any sidewalks immediately upon discovery and shall secure the area with the appropriate barricades until complete.
4. Any grass or weed growth in sidewalks shall be sprayed with the appropriate chemicals, pulled by hand, or eliminated immediately upon discovery.

F. Shrubs and Tree Maintenance

1. Shrubs and ground cover material shall be pruned a minimum of once per month to ensure the best shape, health and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. Ground cover plants shall be selectively cut back to encourage lateral

growth and kept in bounds and out of other plantings, walkways, lighting, or other structures.

2. The Contactor shall straighten any leaning trees or plant material, if possible.
3. Prune, thin, and trim all trees at least once a year within the Districts identified in Section IV. 5., List of Districts, in March or April, to keep the trees healthy, to maintain the natural character of the variety, to control shape to prevent crowding. Pruning shall consist of the removal of dead, broken, fungus infected, superfluous and intertwining branches, vines, and the removal of dead or decaying stumps and other undesirable growth. Palms shall be pruned as needed to remove dead fronds and weak stalks.
4. Pruning will also be required from time to time to remove damaged branches from storms, frost, when blocking sight distances, or in response to any other kind of damage, hazard or obstruction. The Contractor shall be responsible for removing any dead, damaged, or fallen trees, obstructions or any other dangerous condition as determined by the Town's Representative. This includes stump grinding at no additional expense.
5. Cuts shall be made with sharp and proper tools. When cutting parts of branches, a living bud shall be left at the end of the stub. Cuts shall be made sufficiently close to parent stem so that the healing can readily start under normal conditions.
6. On trees known to be diseased, tools shall be disinfected after each cut and between trees. Prune only at time of season proper for the variety. Prune or trim at least once or twice each growing season to keep the natural shape of the individual plant.
7. Pruning and tree maintenance shall include the following items:
 - a. Root pruning
 - b. Stump grinding, as needed
 - c. Removal of coconuts or other vegetation material
 - d. Removal of dead, dying or unsightly part of the tree;
 - e. Remove sucker growth from the base of trees in which an exposed trunk character is desired;
 - f. Branches that grow toward the center of the tree;
 - g. Crossed branches that may rub together;
 - h. "V" crotches if it does not ruin the appearance of the tree;
 - i. Multiple leader if the tree normally has a single stem;
 - j. Nuisance growth that interferes with view, traffic signage walks or lighting. Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people;
 - k. Shape the top of small trees as needed; and
 - l. All branches, dead wood and cuttings shall be removed from the job site at the time of pruning and disposed of in an acceptable

manner. All lawn and shrub areas damaged by pruning equipment shall be restored at the Contractor's expense.

8. The Contractor shall provide and apply mulch to all tree rings twice annually. Mulch type and color shall be approved by the Town's Representative.
9. New and replacement trees shall be invoiced separately by Contractor and shall be Live Oak Florida grade "1" trees with a minimum of approximately 4 inch caliper and approximately sixteen feet in height at planting at the direction of the Town Manager or a representative from the Manager's office. The Town reserves the right to request a similar or alternate tree species.
10. Young Trees- The specified pruning may require the removal of up to thirty percent of the foliage in many instances. Under no circumstances shall more than forty percent of the foliage from an individual tree be removed.
11. Other than when shortening limbs for clearance over pathways or sidewalks, removal of live limbs smaller than one inch in diameter on the interior of the canopy will not be required. Removal of dead limbs or stubs one inch in diameter or larger will be required.
12. Due to the recognized potential hazards associated with co-dominant leaders, the subordination (shortening using a drop-crotch cut) or removal of one side of a co-dominant leader is the primary objective. Branches, trunks, or leaders not considered the main leader, two inches in diameter or larger should be subordinated or removed. The main leader shall not be subordinated or removed. Codominant leaders are considered to be two or more branches, trunks, or leaders of approximately the same size, originating in close proximity to one another. If there is no stem considerably larger than others, subordinated all but one of them. Where there is included bark as part of the condition, preference should be given to the removal of one side, but only if such removal will not destroy the aesthetic value of the canopy or remove more than forty percent of the foliage.
13. On trees 15 feet or taller, begin to identify some of the main limbs or scaffold branches on the tree that will remain on the tree permanently. Scaffold limbs should not have bark inclusions in the crotch. Ideally, these main limbs should be positioned sporadically around the trunk with no scaffold branch directly above another. Scaffold branches should not be opposite one another; they should be spaced about 18 to 36 inches apart along the main trunk to distribute the weight over a number of well positioned scaffold branches. Encouraging this type of growth needs to be done by reducing the length of, or removing, branches between the scaffold branches.
14. Branches over sidewalks, paved and, landscaped areas should be shortened or removed to allow approximately eight feet (8') of clearance

as practical. Shortening of branches is the preferred method for attaining adequate clearance. When pruning is completed, approximately one-half of the foliage should originate from branches on the lower two-thirds of each tree.

15. One inch diameter limbs will not be cut other than where branches may be shortened to accommodate clearance beneath the canopy. Thinning is to include the following: remove dead or broken limbs one inch in diameter or larger; if two limbs are crossing or touch each other, shorten or remove one of them; if two limbs (one inch diameter or larger) originate within twelve inches of each other on the trunk, shorten or remove one of them. Clearance from buildings, lights, or other structures should be a minimum of three feet (3') or as practical. Use directional pruning where possible so future growth is directed away from buildings and lights.
16. All large growing palms should be pruned to remove dead fronds, and fronds with a petiole that droops below horizontal. Dead fronds are those with less than 50% green tissue. Only those fronds with petioles drooping below horizontal (9:00-3:00 o'clock) should be removed. All seedpods should also be removed including those originating among remaining fronds. When removing fronds and seedpods, care should be taken so those fronds that are to remain are not nicked or wounded.
17. Reduce potential hazardous conditions in trees and improve tree structure by: removing dead branches, reducing the weight of branches or stems with included bark, reducing the weight toward the ends of all but one codominant stem, thinning the canopy.
18. Live branches less than 1.5 inches diameter should not be removed
19. Dead branches greater than 1.5 inches in diameter (measured at the base of the branch) shall be removed from the canopy of all trees.
20. No live branches greater than 8 inches diameter shall be removed from the tree without authorization from the Town's Certified Arborist.
21. Remove no more than 20 percent of live foliage from the tree unless indicated below.
22. Specific Procedures
 - a. Weight on main scaffold limbs with included bark shall be reduced by approximately one-third by removing some secondary branches toward the ends of the limbs and/or by removing the end of the branch using a drop-crotch cut.
 - b. If a medium-aged tree (less than 30 inches trunk diameter) divides into two or more codominant leaders of about equal size in the bottom two-thirds of the tree, reduce the end weight by approximately one-third (you can adjust this percentage depending on the size hole in the canopy that the customer is

willing to tolerate) using drop-crotch and thinning cuts on all stems but the one that you believe could become the strongest and most dominant leader. To accomplish this, remove branches growing toward the center and leave those that are oriented outward. Use mostly thinning cuts, not drop-crotch cuts, on larger trees. (Note: On some trees, you may not be able to perform all of this because you can not remove more than 20 percent of the foliage. Make a note of this on the site map).

- c. Identify those trees that have included bark in the crotches between codominant stems. Make a note of these on the site map. These trees will be evaluated by another arborist for possible cabling. Cabling will be performed under separate contract. Identify limbs and trunks with vertical cracks. Make a note of these conditions on the site map.
- d. If less than 20 percent of the foliage was removed on a mature tree following procedures 1 and 2 above, thin the canopy to allow more light to reach the ground under the tree and to reduce damage from wind storms. The foliage removed shall be taken primarily from the outer edge of the canopy, not from the interior. Interior branches shall be left on the tree. Do not remove water sprouts from the interior of the tree.
- e. Crowns of trees that were cold-damaged or topped will be restored to improve structure and form. Remove or shorten all sprouts except one, which will become the dominant stem at that point. You may remove up to 30 percent of the foliage when performing this work.

23. Tree maintenance must be under the direction or supervision of an ISA certified arborist. A tree maintenance schedule developed by an ISA certified arborist shall be provided to the Town's Representative in writing.

24. Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes (600 Series), the Standard Specification for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices.

25. All shrubs in the right of ways shall be pruned or sheared to comply with Department of Transportation (DOT) specifications for traffic safety.

26. All hedging material will be trimmed evenly.

27. All other shrubbery, ferns, flowers and formal plants will be pruned or sheared to conform with accepted horticultural standards and so as to promote flowering and general plant vitality.

28. All plant material will be kept from encroaching on the buildings, signage and/or light fixtures.

29. All bedding areas shall be mechanically cultivated as necessary to maintain a weed free bed.
30. All vegetative trimmings and debris shall be removed from the bedding areas with each service.
31. Planting of annuals / perennials on medians will be the responsibility of the proposer. The annuals / perennials shall be planted on fifteen (15) identified sites throughout the Town. The planting shall occur twice per year and the quantities shall be 1,000 plants per site. The size of the annuals / perennials shall be 4 ½ inch containers and the colors shall be determined by the Town Manager or his designee.
32. Contractor shall remove any exotic plants, identified in ALL Districts identified in Section IV. 5., List of Districts. The cost of the exotic tree removal shall be included in the base bid proposal.
33. All Work shall be performed by workers trained in accordance with ANSI Z133.1 safety regulations as required by OSHA.
34. The Contractor shall make an ISA certified arborist available for tree health inspections and tree maintenance recommendations when requested by the Town's Representative.

G. Mowing

1. Mowing wet grass shall be avoided when possible.
2. All mowers will be equipped with catching devices, rear discharge capability or no discharge ("mulching" type).
3. All turf areas will be cut to an even and uniform height consistent with accepted horticultural standards for southern turf types.
4. All sidewalks, inside curb edges, driveways, tree rings, landscape bed areas will be machine edged with each mowing. Care will be taken to prevent "edging away" of the turf. All crack and crevice vegetation shall be removed as required.
5. Line trimming shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue of careless or excessive line trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquidated damages at the Town's discretion for any such damage.
6. All debris shall be removed from the turf area(s) prior to the commencement of the mowing operation. Debris shall be collected in disposed of by the contractor, and the contractor shall not use waste

receptacles provided by the Town. The contractor must provide their own waste removal service.

7. All grounds maintenance debris generated by the mowing operation shall be removed away from the service area, by vacuuming or raking or other similar means from streets, driveways, walkways, curbs, and grounds immediately following each service. No debris shall be blown into storm drainage system.
8. Mowing will not be performed when weather or other conditions will result in damaged turf.
9. Mowing shall be performed in a manner that insures a smooth surface appearance without scalping or leaving any missed uncut grass.
10. Grass clippings or debris caused by mowing will be removed from the adjacent walks, drives, gutters and curbs or surfaces on the same day as turf is mowed now grass clippings shall be blown into storm drainage systems.
11. All mowing, edging and trimming of affected areas will be performed simultaneously.
12. Mower blades must be kept sharp so that the cut grass edge is clean and not torn or ragged.
13. Mowing patterns shall be changed frequently to avoid wear.
14. Mowing shall be done carefully so as not to “bark” trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities. Should any of the above listed damage occur, the Contractor will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Contractor for repair or replacement.
15. Use of weed eaters shall be limited to areas not reachable by a mower. Weeds when possible shall be pulled by hand or by chemical means.
16. All equipment must be cleaned before and after each use with water at a high pressure as to not cross pollinate seeds.
17. Turf Mowing/Maintenance schedules shall be submitted monthly in writing to the Town’s Representative and approved by the Town’s Representative.
18. All areas shall be inspected during each scheduled mowing cycle and any large stones, ruts, holes, or “bowled out” areas shall be removed and/or repaired immediately.
19. St. Augustine/Bahia Grass Maintenance:

- a. Mow only with a rotary mower for a total of 36 cuts per year including a minimum of once per week during the growing season of April through the end of October.
- b. The cutting height shall be a minimum 2 ½” to a maximum 3” above soil level.
- c. Special cuts shall be provided as requested by the Town’s Representative for special events at no additional expense to the Town.

H. Fertilization

1. The fertilizer used shall be a commercial grade product and recommended for use on each plant type. Specific requirements should be determined by soil test result, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed.
2. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.
3. The Contractor shall have the soil tested as needed in Town designated locations to determine required additives, and more often if necessary to diagnose problem areas. Results of the tests shall be provided to the Town’s Representative in writing.
4. Shrubs & Ground Cover – The fertilizer for all planted shrubs and ground cover shall meet appropriate horticultural standards with an N, P, K ratio of 3:1:2 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-water soluble organic source.
5. Trees & Palms – The fertilizer for all the planted trees shall meet proper horticultural standards acceptable in South Florida with an N, P, K ratio of 4:1:4 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-soluble source. Concentrated slow-release fertilizer tablets may be used on trees if approved by the Town’s Representative.
6. Trees and palms shall be fertilized twice annually during the spring and fall, in the following amounts: one (1) pound of fertilizer per inch of tree diameter, but no more than eight (8) pounds of fertilizer per tree.
7. The Contractor shall establish a program that will fertilize all trees and palms, describing the type of fertilizer required for each type of plant and the time of year this Work will be undertaken. The fertilization schedule shall be provided to the Town’s Representative in writing not less than one (1) month prior to application.
8. Any trees damaged by over-fertilization or by the use of the wrong type of fertilizer shall be replaced at the Contractor’s expense.

Changes in fertilization rates, methods and composition must be approved by the Town's Representative in writing.

9. St. Augustine/Bahia Grass – St. Augustine turf shall be fertilized four (4) times per year at a rate of 1 lb. of N/1000 square feet. The N, P, K ratios shall vary with the time of year of the application and results of soil analysis. The approximate N, P, K ratios should be:
 - a. One (1) application of a 5:2:1 ratio with a post-emergent weed control;
 - b. One (1) application of a 10:1:2 ratio with insecticide;
 - c. One (1) application of a 3:1:3 ratio; and
 - d. One (1) application of a 5:2:1 ratio.

I. Pest and Disease Management

1. The Contractor shall control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants, grubs, chinch bugs and other pests and diseases, including fungus, by spraying affected plants with chemical sprays and combinations of sprays suitable for that particular pest when the infestation or infection becomes evident and as often thereafter as necessary.
2. The Contractor shall be fully licensed to spray pesticides, and shall use sound practices standard in the industry that aid in preventing the presence or proliferation of insects and diseases. One (1) blanket application of insecticide in granular form shall also be included for all turf areas on an annual basis.
3. Insects in turf shall be controlled by both curative and preventative measures. Timing will be critical on pest applications and frequencies of application will be as needed to successfully control their infestations. Nematode samples shall be taken in suspect areas and action shall be taken per the recommendation of the Institute of Food Agricultural Services lab results to control the populations. This lab report shall be submitted in writing to the Town's Representative for review immediately after it is received by the Contractor.
4. A written application schedule and detailed list of chemicals must be submitted to the Town's Representative prior to use.

J. Application of Herbicides

1. The Contractor may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation.
2. All applications shall be performed by persons holding a valid State of Florida herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Town regulations.

3. The Contractor shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Contractor's expense.
4. A written application schedule and detailed list of chemicals must be submitted to the Town's Representative prior to use.

K. Fungicide

Applications should not be needed if nitrogen levels are being properly monitored and water levels are being supervised. However, if fungus becomes a problem as determined by the Town's Representative, the Contractor shall address the problem immediately with the Town's Representative and a mutually agreeable application shall be applied at the Contractor's expense.

L. Rolling

Rolling must be administered, as necessary, when the grade of the turf becomes noticeably impacted by use, topdressing or damage.

M. Topdressing

1. Topdressing shall be performed to level out turf areas and prevent sinkage and deterioration as needed.
2. The topdressing material used shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis.
3. The Contractor shall submit a schedule for these services to the Town's Representative for approval.

N. Turf Renovation and Replacement

1. Renovations may be required if conditions warrant such a procedure. However, renovations will only be made at the Town's cost and expense after approval by the Town's Representative and provided the Contractor can validate, in writing and by providing maintenance schedules to show, that all measures of turf preservation have been exhausted.
2. Conditions which warrant such renovations include areas thinned out or damaged turf resulting from natural burnout, traffic or any area which has become noticeably depressed below the average grade of the other turf if the area becomes unsightly.
3. Proper watering, fertilization and pest management will be critical during and after renovation. Any irrigation damaged because of turf renovation or replacement shall be repaired at the Contractor's expense. The Contractor is required to document, on a weekly basis, all measures taken to foster proper growth.

4. The Contractor shall notify the Town's Representative in writing and include all necessary documentation of maintenance records for any major turf renovations needed prior to commencement.
5. Renovation methods like sprigging or sodding will need to be approved by the Town's Representative. Fumigation and other preventative measures for successful turf growth will need to be discussed and approved by the Town's Representative.
6. The Contractor shall identify, report, and price (based on the price sheet listed in the Proposal) to the Town's Representative any sod renovation work that will be needed at the Parks. Prices shall be fully inclusive of all Work that will be needed for the renovation. This shall include but not be limited to sod removal, clean up, proper disposal of old sod and debris, preparation of grounds for installation, treatment of soil for weeds, sod installation, and maintenance during grow in period. The Town's Representative shall authorize all work orders for sod renovations prior to commencement of the Work described herein.
7. The Contractor shall provide all turf warranty information and turf certification documentation to the Town's Representative.

O. Irrigation

1. The Contractor shall be responsible for the operation and maintenance of the irrigation systems at all districts, and for setting and adjusting the time clocks to ensure proper watering of all plant material and turf in the landscape
2. The Contractor shall be responsible for the labor, materials and supervision to make all irrigation repairs to the lateral lines, risers and sprinkler heads and all other repairs required to keep the system operating.
3. Any turf renovation/installation under 900 square feet of replacement area resulting from an irrigation repair shall be covered by the Contractor
4. Prior to the commencement of the maintenance program, the Contractor shall have seven (7) days from the start of the Contract to inspect the irrigation system and report existing damage or incorrect operation and coverage to the Town's Representative in writing. The Contractor shall be responsible for the integrity of the system after this initial inspection report and subsequent repairs.
5. Time clocks shall be checked weekly or more as may be required.
6. Rust inhibitor chemicals must be added to the irrigation system as directed by the product label.
7. The Contractor shall, at least once per month, fully operate all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. A written monthly

irrigation system report of all deficiencies and repairs needed shall be provided to the Town's Representative.

8. Any equipment damaged by the Contractor's operation shall be replaced with equal or superior equipment from the same manufacturer unless otherwise approved by the Town's Representative.
9. The irrigation systems shall be capable of providing water to all turf and shrub beds per week or as required providing for a uniform lush green landscape appearance. The system shall be adjusted for the various seasons or when water restrictions are imposed.
10. The Contractor shall be required to make all repairs within a minimum 24 hours time period or sooner as directed by the Town's Representative. If the Contractor determines that a repair would take longer than 24 hours to complete, a timetable for completion must be presented to the Town's Representative for approval in writing.
11. Any form of damage to the irrigation system must be reported to the Town's Representative immediately upon discovery.
12. Irrigation as necessary during periods of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimum health.
13. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the Contractor.
14. A written irrigation schedule shall be provided by the Contractor to the Town's Representative for approval.
15. The Contractor shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering shall be responsibility of the Contractor.
16. Any personnel making repairs or adjustments to the system, regardless of how minor, shall be under the direction or supervision of a certified irrigation landscape manager or an irrigation auditor or have comparable certifications. Copies of these certifications need to be provided to the Town's Representative or his/her designee and kept current.
17. The Contractor shall provide all warranty information and associated documentation for any irrigation materials, pumps, all irrigation heads, lines, valves, valve boxes and controllers installed by the Contractor to the Town's Representative.
18. The Contractor shall be responsible for adhering to any water restrictions imposed by the South Florida Water Management District or other government agency. Any violations or fines for failure to adhere to the restrictions will be the sole responsibility and cost of the Contractor.

P. Emergency Services

1. During non-business hours, the Contractor shall be responsible for responding to emergency calls by the Town's Representative or his designee within two (2) hours of notice by the Town's Representative. These emergencies shall also include fallen trees, dangerous items found at the Districts, or any other conditions which the Town's Representative or his designee, determine need immediate action.
2. During hurricane emergencies or other windstorm occurrence, the contractor must be available for 24 hour, 7 days per week work detail that may include, but is not limited to, the supply of four (4) work crews consisting of two workers in each crew with one (1) truck and one generator per crew; each crew shall be provided and proficient with the following equipment: chain saws and chippers plus a bob cat and a combination backhoe. These crews must report to the Town's designated staging area within twelve (12) hours of the storm or as soon as the Governor or other officials presiding over the response effort determine that it is safe to do so.
3. The contractor, on an immediate and first priority basis, shall be available to the Town to clear roadways or access areas in the event of an Act of God (i.e. storm, tornado, or hurricane) or an auto accident that causes a tree to fall and block a roadway or pedestrian area or any emergency deemed by the Town Manager or his designee. Contractor shall have emergency crews available twenty four (24) hour / seven (7) days per week.

Q. Additional Services

1. All projects or additional services, not already covered in the Contract as Work shall be at the expense of the Town, and shall only be performed with the approval and at the direction of the Town's Representative ("Additional Services").
2. The Contractor shall identify, report and price (based on the hourly rate listed in the Proposal) to the Town's Representative any electrical, plumbing, roofing, painting or other repair work that is needed at the Districts that is outside of the Detailed Specifications. Once reported to the Town's Representative, the Contractor shall be responsible for all maintenance described herein, at the direction of the Town's Representative. The Town's Representative shall authorize all work orders relating to Additional Services prior to commencement of the work described therein.
3. Any Additional Services the vendor feels needs to be reimbursed by the Town must be discussed and approved by the Town's Representative prior to any work being performed.

3. OTHER

The Contractor will not be responsible or liable for the condition of the landscape due to:

- 3.1 Drought
- 3.2 Freeze
- 3.3 Storm damage
- 3.4 Other acts of nature

4. SCHEDULES

All areas shall be maintained on schedules as outlined in Section IV. 5., List of Districts. Bidder to perform a total of thirty six (36) cuts per year. The cutting height shall be a minimum 2 ½" to a maximum 3" above soil level.

5. LIST OF DISTRICTS

DISTRICT NUMBER 1 – Northwest Quadrant

Northern Boundary: centerline of N.W. 170 Street

Southern Boundary: N.W. 154 Street (Miami Lakes Drive)

Western Boundary: Interstate I – 75

Eastern Boundary: N.W. 77 Court (Palmetto Expressway)

DISTRICT NUMBER 2 – Northeast Quadrant

Northern Boundary: N.W. 167 Street (Palmetto Expressway)

Southern Boundary: N.W. 154 Street (Miami Lakes Drive)

Western Boundary: Frontage Road (Palmetto Expressway)

Eastern Boundary: N.W. 57 Avenue (Red Road)

DISTRICT NUMBER 3 – Southwest Quadrant

Northern Boundary: N.W. 154 Street (Miami Lakes Drive)

Southern Boundary: N.W. 138 Street (Gratigny Expressway)

Western Boundary: Interstate I - 75

Eastern Boundary: N.W. 77 Court (Palmetto Expressway)

DISTRICT NUMBER 4 – Southeast Quadrant

Northern Boundary: N.W. 154th Street (Miami Lakes Drive)

Southern Boundary: N.W. 139th Street (Gratigny Expressway)

Western Boundary: N.W. 77th Avenue (Palmetto Expressway)

Eastern Boundary: N.W. 57th Avenue (Red Road)

6. MISCELLANEOUS CALL OUT SERVICE

6.1 In addition to the other crews and minimum specified personnel identified in other sections of the document the contractor shall furnish a two person work crew including transportation and hand tools for the purpose of performing miscellaneous maintenance tasks as may be assigned by the Town. Tasks generally will include installation/repair of street signs, painting of public structures, graffiti removal, perform repairs on bus benches, maintenance an of abandoned or other properties located in the Town as identified by the Town's Code Enforcement Department or the Town Manager (which may include but is not limited to clean up, mowing, routine mowing, removal of debris, including but not limited to construction, draining, shocking or otherwise securing unattended pools, installation of fencing or temporary fencing as may be requested by the Town, boarding up of properties) or otherwise securing of abandoned or other identified properties, minor tree trimming and removal, litter control, pressure cleaning of sidewalks, hurricane preparations, and other miscellaneous duties.

6.2 **SPECIFIC REQUIREMENTS** - In order to adequately carry out the work anticipated in this contract the contractor shall adhere to the following minimum requirements.

a) Work Crew- The contractor shall provide a two person work crew. Both employees shall be physically able to perform strenuous labor in the South Florida environment. One employee shall act as the superintendent and be fluent in English. As a minimum both of the employees shall have a valid State of Florida Drivers License. See Section 7 of the contract for additional employee requirements. This crew must be available a standard forty (40) hour work week. In the instance that one of the members calls in sick or is on vacation, contractor must provide an adequate replacement that fulfills the minimum qualifications provided herein. The work crew must also be on call 24 hours a day 7 days a week during emergency events or natural disasters.

- b)** Transportation- The contractor shall equip the work crew with suitable transportation in the form of a one-half ton (minimum size) full size pick-up truck. The truck shall be in good working order and properly tagged and insured. The vehicle shall be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle in letters legible to the public. The truck should be capable of transporting items up to eight foot (8') in length.
- c)** Small Tools and Equipment- The contractor shall be expected to have available (without additional charge) small tools and equipment necessary to execute basic task. A list of equipment expected to be available includes:
- Rakes, shovels, picks, hoes, and pruning equipment
 - Traffic safety vest and up to 10 plastic traffic cones
 - Hammers, wrenches, pliers and other small shop tools
 - Portable pressure cleaner (2500 psi minimum)
- d)** Owner Furnished Materials- The Town may make available specific materials necessary to repair, maintain, construct or install Town owned property. Materials could include signs, posts, and mounting brackets.
- e.)** The contractor shall purchase all materials required for the "work crew" to perform their services that are not noted within these specifications. The Town will coordinate with the contractor the day prior to the days to be worked at the Town and review the planned activities with the Contractor. The Contractor will be reimbursed for actual materials purchased for work within the Town as long as the Town has pre-approved the purchases and the Contractor provided the Town with receipts and the work is not work that is provided for within this contract.